

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Group Art Unit 1615

#9

(copy)

In re

Patent Application of

Bernard Bendiner

Serial No. 09/721,586

Filed: November 22, 2000

Examiner: _____

I, Joyce Paski, hereby certify that this correspondence is being deposited with the US Postal Service as first class mail in an envelope addressed to Commissioner for Patents, Washington, D.C. 20231, on the date of my signature.


SignatureNovember 5, 2001
Date of Signature

"PRESERVATIVE FOR ORGANIC MATERIALS"

FAX RECEIVED

JAN 31 2002

PETITIONS OFFICE

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 CFR 1.47(a)

Commissioner for Patents
Box DAC
Washington, DC 20231

- [X] AUTHORIZATION TO PAY AND PETITION FOR THE ACCEPTANCE OF ANY NECESSARY FEES: If any charges or fees must be paid in connection with the following Communication (including but not limited to the payment of issue fees), they may be paid out of our deposit account No. 501965. If this payment also requires a Petition, please construe this authorization to pay as the necessary Petition which is required to accompany the payment.

Sir:

On September 6, 2001, the Office of Petitions dismissed applicant's petition under 37 CFR 1.47(b) and gave applicant two months to correct the two deficiencies. Applicant replies as follows.

1. Proof That The Non-Signing Inventor Refuses To Sign Is Resubmitted

The Patent Office found that the petition lacked "supporting evidence that the non-signing inventor ... , having been presented with the application papers, refused to sign the oath or declaration...." Apparently, Patent Office's copy of the petition lacked the declarations Applicant originally submitted with the petition. Applicant hereby resubmits the declarations referenced in the petition along with an additional declaration by Lisa C. Childs


stating that the referenced declarations were actually submitted on May 14, 2001 with the petition. Applicant believes that these declarations, taken in combination, establish the firsthand knowledge that Mr. Bendiner, the inventor, has been presented with the inventor's declaration, how he was presented with the declaration, and his refusal to sign the declaration.

2. An Acceptable 35 USC 115 & 116 Declaration Is Submitted

Applicant thanks Examiner Brown for the courtesy of the October 2, 2001 teleconference in which this requirement was further explained. Applicant submits a declaration signed by Mr. Don Lindberg, President of Preservation Products, L.L.C., the patent owner, on behalf of Bernard Bendiner. This declaration also provides the name, last known address, and citizenship of the non-signing inventor.

For the foregoing reasons, applicant submits that it has corrected the deficiencies identified in the September 6, 2001 Decision and respectfully requests reconsideration of its petition.

Respectfully submitted,



Larry L. Saret

Atty. Reg. No. 27674

Lisa C. Childs

Atty. Reg. No. 39937

MICHAEL BEST & FRIEDRICH, LLC

401 N. Michigan Ave., Suite 1700

Chicago, IL 60611

Phone: (312)661-2100

Facsimile: (312)661-0029

Dated: Nov. 5, 2001

Docket No.: 205565-0004

S:\CLIENT\205565\0004\C0049878

USC 115 & 116 Declaration for
Reissue Patent Application
09/721,586

PTO/SB/SI (10-00)
Approved for use through 12/31/02. OMB 0551-0033
and Trademark Office: U.S. DEPARTMENT OF COMMERCE
of Information unless it displays a valid OMB control number

Under the Paperwork Reduction

REISSUE APPLICATION DECLARATION BY THE INVENTOR

Docket Number (Optional)
5565x4

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is described and claimed in patent number 5,840,249, granted Nov. 24, 1998, and for which a

reissue patent is sought on the invention entitled _____

Preservative For Organic Materials

the specification of which _____

☐ is attached hereto.

☐ was filed on _____ as reissue application number _____ / _____
and was amended on _____
(If applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)

☐ by reason of a defective specification or drawing.

☒ by reason of the patentee claiming more or less than he had the right to claim in the patent.

☐ by reason of other errors.

At least one error upon which reissue is based is described below. If the reissue is a broadening reissue, such must be stated with an explanation as to the nature of the broadening:

Patentee claimed less than he had the right to claim in the patent because all claims were limited to processes and products in which citric acid sufficient to lower the pH to 6.5 or lower was required.

FAX RECEIVED

JAN 31 2002

PETITIONS OFFICE

(Page 1 of 2)

General Hour Statement: This form is estimated to take 0.5 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS, SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

PTO/SB/31 (10-08)

Approved for use through 12/31/2000. OAS 0631-0033
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number.

(REISSUE APPLICATION DECLARATION BY THE INVENTOR, page 2)

Docket Number (Optional)
5565x4

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant. As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

Name(s)

Registration Number

Correspondence Address: Direct all communications about the application to:



Customer Number

Type Customer Number here

Place Customer Number Bar
Code Label here

<input checked="" type="checkbox"/> Firm or Individual Name	Laff. Whitesel & Saret, Ltd.		
Address	401 N. Michigan Avenue, Suite 1700		
Address			
City	Chicago	State	Illinois Zip 60611
Country			
Telephone	312-661-2100	Fax	312-661-0029
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.			
Full name of sole or first inventor (given name, family name) Bernard Bendiner			
Inventor's signature		Date	
Residence 326 Woodsedge, Ste. B, Michigan City, IN 46360		Citizenship U.S.A.	
Mailing Address 326 Woodsedge, Ste. B, Michigan City, IN 46360			
Full name of second joint inventor (given name, family name) Preservation Products, L.L.C. by Donald Lindberg, President, on behalf of Bernard Bendiner			
Inventor's signature <i>Donald Lindberg</i>		Date 10/15/01	
Residence 6234 N. Olcott Ave., Chicago, IL 60631		Citizenship U.S.A.	
Mailing Address 6234 N. Olcott Ave., Chicago, IL 60631			
Full name of third joint inventor (given name, family name)			
Inventor's signature		Date	
Residence		Citizenship	
Mailing Address			
<input type="checkbox"/> Additional joint inventors are named on separately numbered sheets attached hereto.			

IN THE
UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF: BENDINER, Bernard

DOCKET NO.: 205565-0004

SERIAL NO.: 09/721,586

FILED ON: November 22, 2000

FOR: Preservative for Organic Materials

) Art Group Unit: 1615

) Examiner:

) Declaration by
) Lisa C. Childs

) FAX RECEIVED

) JAN 31 2002

I, Lisa C. Childs, state the following of my own personal knowledge: PETITIONS OFFICE

1. Together with the law firm of Michael Best & Friedrich, LLC ("MBF"), I serve as co-counsel for Preservation Products, LLC ("Preservation Products"), the applicant for reissue application 09/721,586.
2. On November 22, 2000, Preservation Products filed a reissue application for U.S. Patent 5,840,249 titled "Preservative for Organic Materials." This application did not include a declaration executed by the inventor, Mr. Bernard Bendiner.
3. On May 14, 2001, my firm (then known as Laff Whitesel & Saret, Ltd.) filed a petition under 37 CFR 1.47(b). In support of this petition, we filed, among other things, three declarations, each with supporting exhibits. (See Exhibit A.)
4. The three declarations were by Donald C. Lindberg (Exhibit B to the Petition), Robert M. Winter (Exhibit C to the Petition), and Larry L. Saret (Exhibit D to the Petition).
5. Each of these three declarations had exhibits attached to them, and each exhibit was identified. For instance, Mr. Lindberg's Declaration had an exhibit which was labeled "Exhibit 1 (Lindberg)."

6. True and accurate copies of the three Declarations, including Exhibits, are attached hereto as Exhibits B, C, and D (Lindberg, Winter, and Saret, respectively).
7. On August 2, 2001, Mr. Saret informed me that he had received a voice mail on August 1, 2001 from a person at the Patent and Trademark Office whom he believed was named Vidia Balla at (703) 306-0279. The message was to the effect of inquiring whether all exhibits were received.
8. I immediately attempted to respond to this voice mail message by taking the following steps on August 2, 2001:
 - (a) I tried this telephone number and was informed that the voice mail was not assigned.
 - (b) I called the reissue branch, which did not recognize the name Vidia Balla.
 - (c) I searched the USPTO web site's list of PTO employees by name and phone number and found nothing similar to either name or phone number.
 - (d) I called Art Unit 1615 at (703) 308-2927 and was informed that, although Sharon Howard is the "local examiner" (which I understood to mean the examiner of the application in Art Unit 1615), the file had been sent to the Office of Petitions on July 13, 2001 and that the computer records indicated Karin Tyson had the file.
 - (e) Art Unit 1615 gave me the phone number for the Office of Petitions of (703) 305-9282.
 - (f) I called the Office of Petitions of (703) 305-9282. Initially, all representatives were busy, but I eventually reached a representative, who confirmed that Ms. Tyson had had the file since July 13, 2001. The Office of Petitions representative did not know who Vidia Balla was.

(g) I left a message for Ms. Tyson regarding the sequence of events and requested that she call me directly or have Vidia Bella call me with any questions regarding the completeness of exhibits for the petition.

(h) I informed Mr. Saret of my attempts to track down the person who left the August 1, 2001 message and that I had left a message for Ms. Tyson.

9. I never heard from Ms. Tyson or Vidia Bella.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed. This declaration is executed this 14th day of September, 2001 at Chicago, Illinois.



Lisa C. Childs
Reg. No. 39937
MICHAEL BEST & FRIEDRICH, LLC
401 North Michigan Avenue
Suite 1700
Chicago, IL 60611
(312) 661-2100
Attorneys for Preservation Products, LLC

S:\CLIENT\205565\0004\CO036061

THE U.S. PATENT & TRADEMARK OFFICE
OFFICIAL MAILROOM STAMP AFFIXED HERE
ACKNOWLEDGES RECEIPT OF:

ENCLOSURES:

() Drawing(s) (F) (INF)
☒ Check \$ 65.00 No: 51372 (Missing part)
 () Citation Prior Art
 () Claim Priority
 () Extension of Time
 () Communication to Examiner
 () Amendment
 () Response to paper/of action
 () Amendment after FINAL Rejection
☒ PTO Fee Form Missing Parts
 () Assignment & Recordation Form Cover Sheet
 () Certified copy of
☒ Check # 51373 for \$ 445.00
 () sub 3 months extension
☒ Attorney's Under 37 CFR 1.47(b)
 () with 3 declarations
☒ check # 51378 for \$130.00 petition for
 RE: APPLICATION ATTY / SEC: US/KC/JP

Applicant: Bendiner
 Our File No: 5565-4 S.N. 09/201,586
 Filed On: 11-22-00
 For: Renewal of Materials
 DATE DUE 5-13-01 DATE SENT: 5-14-01

A

**IN THE
UNITED STATES PATENT & TRADEMARK OFFICE**

IN RE APPLICATION OF: BENDINER, Bernard

DOCKET NO.: 5565-4

SERIAL NO.: 09/721,586

FILED ON: November 22, 2000

FOR: Preservative for Organic Materials

Art Group Unit: 1615

Examiner:

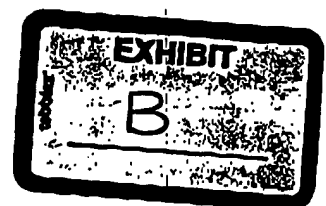
**Declaration by
Donald C. Lindberg**

I, Donald C. Lindberg, state the following of my own personal knowledge:

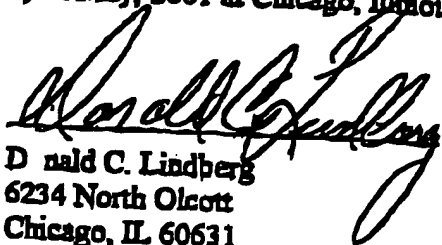
1. I am President of Preservation Products, LLC ("Preservation Products"), the applicant for reissue application 09/721,586.
2. On April 8, 1999, Bernard Bendiner entered into an Agreement stating that Preservation Products owns the wax cellulose fiber technology, including U.S. Patent 5,840,249 titled "Preservative for Organic Materials." (Exhibit 1, page 3, ¶1).
3. I understand that Mr. Bendiner is refusing to sign the reissue declaration and I have never received a reissue declaration signed by Mr. Bendiner.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

1



This declaration is executed this 14 day of May, 2001 at Chicago, Illinois.


Donald C. Lindberg
6234 North Olcott
Chicago, IL 60631

AGREEMENT**Preamble**

This AGREEMENT is being entered into between Bernard Bendiner a/k/a Bernard Bender and Matthew Bendiner, individually and as duly authorized representatives of Natural Fibers, Ltd. or it's successor in interest, hereinafter collectively referred to as "Bender", and Brett C. Burkholder, Robert J. Allen, Steven C. Snyder, Donald C. Lindberg, Anthony L. Spalla, Thomas J. Halpin III, Robert F. Lassandrello, Jack Isenstein, and Edward J. Donnellan, individually and as majority shareholders of Preservation Products, Inc., hereinafter collectively referred to as "Investors". Preservation Products, Inc. (PPI) is undergoing a change of business structure and has, or shall soon, transfer it's full interests, to and become Preservation Products, LLC (PPC), and Indiana Limited Liability Company. Therefor, for the purposes of this agreement, PPI and PPC shall be deemed interchangeable. It is intended that any obligation owed by any party to PPI will automatically be transferred to PPC upon it's creation.

Simply put, a dispute has arisen between the Benders and the Investors and corporate officers of Preservation Products, Inc. (PPI) concerning the ownership of certain Intellectual Property. Most, if not all, of the Investors invested various sums of money to acquire an equity interest in PPI from Bernard Bender and/or Matthew Bendiner, with the reasonable belief that they were acquiring full rights to technology shown to them in the sales presentation.

The heart of the technology, in very general terms, involves minute cellulose fibers electro kinetically bonded to a molecular film of emulsified wax. The technology is such that there can be any number of variations of the general formula for different applications. However, all variations contain some percentage of wax cellulose fiber. All aspects of this product will be referred to as Wax Cellulose Fiber Technology or WCFT for the sake of simplification in this



agreement. The product is a preservative with wide ranging applications from embalming bodies and food preservation to anti-oxidation applications within heavy industry and otherwise. It may also be used as an additive in other products to enhance that product's effectiveness. An example would be as an additive to glass cleaner.

Bernard Bender and Matthew Bendiner had previously created a company called Natural Fibers, Ltd. (NF). This company is now defunct, but was the owner of Patent No. 5412090 entitled, Hydrous Cellulose Pulp for Non-Paper Products. Matthew Bendiner presently has authority to convey and controlling legal interest this patent. Bernard Bender has several patents pending which utilize the wax cellulose fiber technology which have not been assigned. These include Patent # 5840249, Preservative for Organic Materials, Patent Application Serial # 08/808,212, Non-Toxic Base Ingredient For Consumer Products, Patent Application Serial # 09/099,991 Preservative for Digestible Food Products, and a disclosure, titled Modification of Patent #5840249 to read, Preservative for both Organic and Inorganic Materials. Similarly, there will undoubtedly be improvements and variation of the root technology.

The Benders have made a claim that they individually are entitled to additional compensation as a condition of the technology being transferred to PPI. Bernard Bender unintentionally failed to advise the investors that he was asserting a thirty percent (30%) royalty. The Investors and majority shareholders of PPI believe that such claim is unfounded in that they purchased the root technology and any subsequent variations when they invested in PPI.

The parties acknowledge that PPI has no income, only great potential. The parties further understand that all parties are donating part of their time to further the business interests of PPI. Should the parties fail to cooperate, it is likely that all parties will lose.

Stipulation and Agreement of the Parties

The parties to this Agreement, individually and in their representative capacity, do hereby agree and stipulate as follows:

1. Bernard Bender and Matthew Bendiner agree that PPI is the proper and lawful owner of the Wax Cellulose Fiber Technology (WCFT), including future variations thereof containing waxed cellulose technology. This interest is free and clear of any lien or encumbrance of any kind or nature including, but not limited to, a royalty or claim for other compensation by the Benders or NF. The Parties agree to take all actions required to assign and transfer those patents, patent applications and disclosures referred to in the Preamble to PPI. The Benders will transfer all other WCFT aspects of the WCFT technology to PPI at such times, in such forms, and under such conditions as may be directed by PPI. This obligation shall include, but not necessarily be limited to providing PPI's President or his designate with a MSDS, a spec sheet, and the written formula for WCFT products. Bender shall answer all questions relating to the WCFT technology, the product, or its manufacture so as to enable PPI to satisfactorily duplicate same. The Benders agree to keep PPI advised, in a timely fashion, of any WCFT technological developments which could reasonably be of interest to PPI. However it is understood by all the parties that Bernard Bender's existing and future inventions which do not contain WCFT, shall remain or become the property of Bernard Bender.
2. All parties shall reasonably donate part of their time, when requested to do so by the President or Chairman, to further the business interests of PPI.
3. The parties acknowledge the years of work the Benders have contributed to make their technology a commercial success. The economic future of PPI is uncertain at best. It may either boom or bust. The investors, in their representative capacity as shareholders of PPI, would favorably consider a significant one time bonus to Bernard Bender by PPI at such time as PPI deemed appropriate. The two primary considerations in making any such bonus would be the income of PPI and the cooperativeness of the Benders following this Agreement in furthering the interests of PPI. Similarly, the Investors would favorably consider employing both Bernard Bender and Matthew Bendiner as consultants/technological executives. Any such employment contracts may be for a multi-year duration and may provide health insurance and a company automobile. Due to the uncertain future of PPI, it is impossible to determine when, if, or under what terms such employment would be offered.
4. Donald Lindberg, Chairman of PPI, would agree to exercise his best interests in finding a qualified investor to purchase a 5% interest in PPI from Matthew Bender. This Agreement presupposes that Donald Lindberg is and shall remain satisfied that PPI is a viable business.
5. This agreement shall not be construed as a prohibition which would preclude the sale of PPI or its technology in the normal course of business by duly authorized representatives of PPI upon such terms as may be authorized by company by-laws or resolution.

6. The parties, in their individual capacities, shall not contact prospective PPI clients directly without the consent in writing of the President or Chairman of PPI.

7. This agreement shall clarify and be supplemental to the written agreements reached between Bernard Bender/Matthew Bendiner and Steven C. Snyder dated 7/29/98 and 10/6/98.

8. The Investors agree to waive and deem satisfied any indebtedness owed by Bernard Bender which may have arisen as a result of any loan procured by Bender from PPI out of investment funds. Bender may retain possession of a certain Grand Prix automobile leased on behalf of PPI for the term of its lease, subject to it being properly insured at Bender's expense. Bender shall insure such vehicle with a minimum liability limits of \$100,00/\$300,000, comprehensive and collision coverage, and uninsured/under insured limits of \$100,000/\$300,000. PPI and Steven C. Snyder shall be a named insured and shall be provided with proof of coverage upon request. Bender's loans shall be deemed forgiven on 1/15/05 or upon PPI making distributions to its stockholders totaling one million dollars (\$1,000,000.00), whichever occurs earlier. The forgiveness of such loans and use of the PPI vehicle is premised upon Bender's reasonable compliance with this agreement.

9. The parties agree that a breach of this Agreement may occasion immediate and irreparable harm that cannot adequately be remedied at law.

10. The parties agree that in the event of a breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

11. The parties stipulate to LaPorte County, Indiana, as the appropriate forum for any dispute arising in whole or part from this Agreement.

12. This Agreement shall be liberally construed in favor of the Investors.

13. Should any portion of this Agreement be deemed invalid for any reason, such portion shall be deemed stricken and the remainder of such Agreement shall continue in full force and effect.

14. The parties have carefully weighed the stipulations they have made herein. They affirm that they understand the full import of this Agreement and voluntarily agree to same.

15. Duplicate copies of this Agreement shall have the same force and effect as originals.

ALL OF WHICH IS STIPULATED AND AGREED TO THIS 5 DAY OF

April, 1999.

Brett C. Burkholder

Brett C. Burkholder

Robert J. Allen

Robert J. Allen

Steven C. Snyder

Steven C. Snyder

Donald C. Lindberg

Donald C. Lindberg

Robert F. Cassandrello

Robert F. Cassandrello

Edward J. Donnellan

Edward J. Donnellan

Anthony L. Spalla

Anthony L. Spalla

Thomas J. Halpin III

Thomas J. Halpin III

Jack Isenstein

Jack Isenstein

Bernard Bendiner a/k/a Bernard Bender

Bernard Bendiner a/k/a Bernard Bender

Matthew Bendiner

Matthew Bendiner, individually and as duly
authorized representative of Natural Fibers, Ltd.
or it's successor in interest.

IN THE
UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF: BENDINER, Bernard

DOCKET NO.: 5565-4

SERIAL NO.: 09/721,586

FILED ON: November 22, 2000

FOR: Preservative for Organic Materials

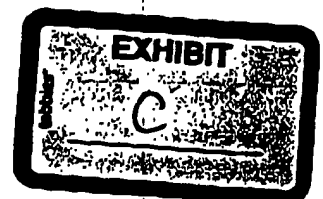
) Art Group Unit: 1615

) Examiner:

) Declaration by
) Robert M. Winter

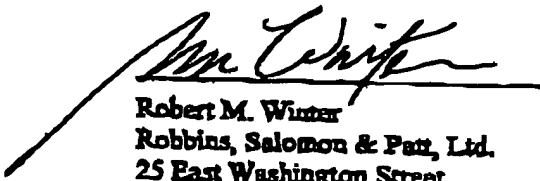
I, Robert M. Winter, state the following of my own personal knowledge:

1. Together with the law firm of Robbins, Salomon and Patt, Ltd., I serve as co-counsel for Preservation Products, LLC ("Preservation Products"), the applicant for reissue application 09/721,586.
2. On November 21, 2000, I sent a letter to Mr. Bendiner's attorney (Richard Shapiro) enclosing the application papers (specification, including claims, and declaration) and requesting that Mr. Bendiner, as the inventor, sign the reissue application declaration for Patent No. 5,840,249. (Exhibit 1).
3. I was informed that Mr. Shapiro forwarded the reissue declaration on December 5, 2000 to Mark Vaughn, also acting as Mr. Bendiner's counsel. (Exhibit 2).
4. I wrote to Mr. Vaughn on December 13, 2000, requesting that Mr. Vaughn have his client sign the declaration. (Exhibit 3)
5. On December 29, 2000, I sent a second letter to Mr. Vaughn, reiterating the request that Mr. Bendiner sign the reissue application declaration. (Exhibit 4).
6. I then learned that the reissue declaration had been forwarded to David F. AuBuchon, counsel for Mr. Bendiner, in January 2001.



7. On January 18, 2001, I wrote to Mr. AnBuchon and asked that he have Mr. Bendiner sign the reissue declaration (Exhibit 5). I understand that Mr. Bendiner is refusing to sign the declaration, and I have never received the declaration.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed. This declaration is executed this 14 day of May, 2001 at Chicago, Illinois.



Robert M. Winter
Robbins, Salomon & Patt, Ltd.
25 East Washington Street
Suite 1000
Chicago, IL 60602
(312) 782-9000
Attorneys for Preservation Products, LLC

ROBBINS, SALOMON & PATT, LTD.

ATTORNEYS AT LAW

SUITE 1008

25 EAST WASHINGTON STREET

CHICAGO, ILLINOIS 60602

(312) 782-9000

FACSIMILE: (312) 782-6690

www.rsplaw.com

eMail: rwinter@rsplaw.com

Direct Line: 312/456-0374

MARSHALL K. BROWN
JAMES M. DeZELAR
RICHARD H. FIMOFF
PHYLLIS K. FRANKLIN
RICHARD L. GAYLE
BARRY GLAZER
HOWARD S. GOLDEN
JAMIE L. HARE
PETER J. MILLER
ERIC G. PATT
STEPHEN P. PATT
ROBERT F. RABIN
JEFFREY M. RANDALL

RONALD R. RASSIN
RICHARD T. REIBMAN
ANDREW M. SACHS
PAUL T. SAHARACK
EDWARD S. SALOMON
LISA S. SAUER
MICHAEL D. SCHLESINGER
RICHARD LEE STAVINS
THOMAS K. TRYBOSKI
JOEY B. WALDMAN
ROBERT McKENNA WINTER
ALAN J. WOLF

800 WALKERMAN ROAD
GLENVIEW, ILLINOIS 60025
(847) 729-7300
FACSIMILE: (847) 729-7300

9631 WEST 153RD STREET, SUITE 35
ORLAND PARK, ILLINOIS 60462
BY APPOINTMENT ONLY

OF COUNSEL
MANUEL J. ROBBINS
LAWRENCE RUBINSTEIN
MARSHALL J. SCHWARZBACH

November 21, 2000

Via Overnight Delivery

Richard N. Shapiro
Pinkerton and Friedman
The Fairmont
9245 Calumet Avenue
Suite 201
Munster, IN 46321-2821

Re: Preservation Products LLC

Dear Mr. Shapiro:

Enclosed you will find documents which will be filed by Preservation Products LLC on November 22, 2000 to apply for the reissuance of U.S. Patent No. 5,840,249. Bud Bendiner is the inventor and accordingly, his signature is required on the Reissue Application Declaration. We have placed a post-it ("Sign Here") on the document that Mr. Bendiner is to sign. Please obtain Mr. Bendiner's signature and return the original signed document to me in the enclosed self-addressed stamped envelope as soon as possible. Per the terms of the Assignment, a copy is enclosed, Mr. Bendiner has agreed to execute any and all papers necessary to assist the Assignee (PPLLC) in the making and prosecution of any other patent applications the Assignee may elect to make covering this invention.

Your client's expected prompt cooperation is appreciated.

Yours truly,


Robert M. Winter

RMW:fm

Enc.

cc: Donald Lindberg
Lisa Childs

COP

PINKERTON AND FRIEDMAN

Professional Corporation

Attorneys at Law

The Fairmont

9245 Calumet Avenue - Suite 201

Munster, Indiana 46321-2821

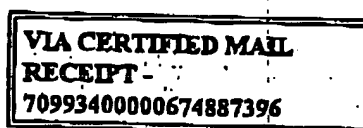
KIRK A. PINKERTON
STUART J. FRIEDMAN*
JEFFREY F. GUNNING**
RICHARD N. SHAPIRO
KEITH WOLAK***

MILTON ROTH (1925-1996)
(219) 836-3050
Facsimile No. (219) 836-2955

*ALSO ADMITTED TO PRACTICE IN ILLINOIS AND FLORIDA
**ALSO ADMITTED TO PRACTICE IN ILLINOIS
***ALSO LICENSED AS AN INDIANA C.P.A.

Writer's e-mail: rs Shapiro@paflaw.com

December 5, 2000



Mr. Mark D. Vaughn, Esq.
ROBBINS, MAY & RICH, LLP
120 Applecross Road
Pinehurst, NC 28374

Re: Bernard Bendiner a/k/a Bernard "Bud" Bender
Our File No. 6522.03

FAX RECEIVED

JAN 31 2002

Dear Mr. Vaughn:

PETITIONS OFFICE

As Mr. Bender's personal attorney, I am forwarding to you, the original documents which this office received from Attorney Robert Winter, concerning a certain Assignment Agreement which Bud executed on April 29, 1999 in favor of Preservation Products, LLC ("PPLLC"). I believe Mr. Winter's letter is self explanatory and would therefore ask that you advise Mr. Bender accordingly. I apologize for the delay in forwarding this information to you, but I was out of town during the week of Thanksgiving and am just now catching up.

Should you have any questions with regard to this matter, please do not hesitate to contact me. Thank you very much.

Very truly yours,

PINKERTON AND FRIEDMAN, P.C.

RICHARD N. SHAPIRO

RNS/sgs

Encl/

cc: Bud Bender (w/encl)
Robert W. Winter, Esq. (w/o encl)

FAWPDOCS\LETTERS\BENDER\Vaughn 002 - Transmit Consent to Assignment to Bud's new atty.wpd



ROBBINS, SALOMON & PATT, LTD.

ATTORNEYS AT LAW

SUITE 1000

25 EAST WASHINGTON STREET

CHICAGO, ILLINOIS 60602

(312) 782-8000

FACSIMILE: (312) 782-6680

www.rsplaw.com

eMail: rwinter@rsplaw.com

Direct Line: 312/456-0374

MARSHALL K. BROWN
JAMES M. DOZELAR
RICHARD H. FIMOFF
PHYLLIS K. FRANKLIN
RICHARD L. GAYLE
BARRY GLAZER
HOWARD S. GOLDEN
JAMIE L. HARE
PETER J. MILLER
ERIC G. PATT
STEPHEN P. PATT
ROBERT F. RABIN
JEFFREY M. RANDALL

RONALD R. RASSIN
RICHARD T. REIBMAN
ANDREW M. SACHS
PAUL T. SAHARACK
EDWARD S. SALOMON
LISA S. SAUER
MICHAEL D. SCHLESINGER
RICHARD LEE STAVINS
THOMAS K. TRYBOSKI
JOEY B. WALDMAN
ROBERT MCKENNA WINTER
ALAN J. WOLF

800 WALKERMAN ROAD
GLENVIEW, ILLINOIS 60025
(847) 729-7300
FACSIMILE: (847) 729-7390

9831 WEST 153RD STREET, SUITE 35
ORLAND PARK, ILLINOIS 60462
BY APPOINTMENT ONLY

OF COUNSEL
MANUEL J. ROBBINS
LAWRENCE RUBINSTEIN
MARSHALL J. SCHWARZBACH

December 13, 2000

Mr. Mark D. Vaughn
Robbins, May & Rich, LLP
120 Applecross Road
Pinehurst NC 28374

Re: Bernard Bendiner a/k/a Bud Bender

Dear Mr. Vaughn:

Please forward the executed patent expansion documents directly to me, attorney for Preservation Products LLC. I will arrange for them to be filed by the patent attorneys for Preservation Products LLC. If you have any questions or if there will be any delays, please give me a call.

Yours truly,



Robert M. Winter

RMW:fm

cc: Don Lindberg
Larry Saret



ROBBINS, SALOMON & PATT, LTD.

ATTORNEYS AT LAW

SUITE 1000

25 EAST WASHINGTON STREET

CHICAGO, ILLINOIS 60602

(312) 782-8000

FACSIMILE: (312) 782-6690

www.rsplaw.com

eMail: rwinter@rsplaw.com

Direct Line: 312/456-0374

MARSHALL K. BROWN
JAMES M. DAZELAR
RICHARD M. FIMOFF
PHYLLIS K. FRANKLIN
RICHARD L. GAYLE
BARRY GLAZER
HOWARD S. GOLDEN
JAMIE L. HARE
PETER J. MILLER
ERIC G. PATT
STEPHEN P. PATT
ROBERT F. RABIN
JEFFREY M. RANDALL

RONALD R. RASSIN
RICHARD T. REISMAN
ANDREW M. SACHS
PAUL T. SAMARACK
EDWARD S. SALOMON
LISA S. SAUER
MICHAEL D. SCHLESINGER
RICHARD LEE STAYING
THOMAS K. TRYBOSKI
JOEY B. WALDMAN
ROBERT McKENNA WINTER
ALAN J. WOLF

800 WALKERMAN ROAD
GLENVIEW, ILLINOIS 60025
(847) 729-7300
FACSIMILE: (847) 729-7390

9631 WEST 153RD STREET, SUITE 35
ORLAND PARK, ILLINOIS 60462
BY APPOINTMENT ONLY

OF COUNSEL
MANUEL J. ROBBINS
LAWRENCE RUBINSTEIN
MARSHALL J. SCHWARZBACH

December 29, 2000

Mr. Mark D. Vaughn
Robbins, May & Rich, LLP
120 Applecross Road
Pinehurst NC 28374

Re: Bernard Bendiner a/k/a Bud Bender

Dear Mr. Vaughn:

On December 5, 2000, Mr. Shapiro forwarded to you documents for your client's signature. On December 13, 2000, I reiterated this request that Mr. Bendiner execute the previously forwarded documents and return them to me. To date, we have not received those documents. If there's going to be any further delay, I would appreciate your giving me a call.

Yours truly,


Robert M. Winter

RMW:fm

.bcc: Larry Saret
Don Lindberg

FAX RECEIVED

JAN 31 2002

PETITIONS OFFICE.



ROBBINS, SALOMON & PATT, LTD.

ATTORNEYS AT LAW

SUITE 1000

25 EAST WASHINGTON STREET

CHICAGO, ILLINOIS 60602

(312) 782-9000

FACSIMILE: (312) 782-6890

www.rsplaw.com

Direct Line: 312/456-0374

MARSHALL K. BROWN
JAMES M. DeZELAR
RICHARD H. FIMOFF
PHYLLIS K. FRANKLIN
RICHARD L. GAYLE
BARRY GLAZER
HOWARD S. GOLDEN
JAMIE L. HARE
PETER J. MILLER
ERIC G. PATT
STEPHEN P. PATT
ROBERT F. RABIN
JEFFREY M. RANDALL

RONALD R. RASSIN
RICHARD T. REIDMAN
ANDREW M. SACHS
PAUL T. SAMARACK
EDWARD S. SALOMON
LISA S. SAUER
MICHAEL D. SCHLESINGER
RICHARD LEE STAVINS
THOMAS K. TRYBOSKI
JOEY B. WALDMAN
ROBERT McKENNA WINTER
ALAN J. WOLF

800 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025
(847) 729-7300
FACSIMILE: (847) 729-7390

9831 WEST 153RD STREET, SUITE 35
ORLAND PARK, ILLINOIS 60462
BY APPOINTMENT ONLY

OF COUNSEL
MANUEL J. ROBBINS
LAWRENCE RUBINSTEIN
MARSHALL J. SCHWARZBACH

January 18, 2001

Via Delivery

David F. AuBuchon
Brinks, Hofer, Gilson & Lione
NBC Tower
455 North Cityfront Plaza Drive
Suite 3600
Chicago IL 60611-5599

Re: Preservation Products

Dear Mr. AuBuchon:

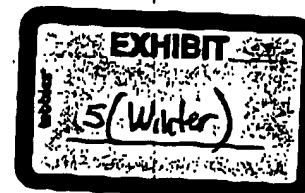
It is my understanding that the Reissue Application Declaration which requires Mr. Bud Bendiner's signature has been forwarded to you by Mr. Robert Friesen of Pinehurst, North Carolina.

Please forward to Mr. Larry Saret (Laff, Whitesel & Saret, Ltd., 401 North Michigan Avenue, Suite 1700, Chicago, Illinois, 60611) the Declaration executed by your client, Mr. Bendiner. In regard to this request, I am enclosing for your reference:

1. My 11/21/00 letter to Attorney Shapiro of Munster, Indiana (with attachments);
2. Mr. Shapiro's letter of 12/5/00 to Mr. Mark Vaughn of Pinehurst, N.C.;
3. My letter of 12/13/00 to Mr. Vaughn;
4. My letter of 12/29/00 to Mr. Vaughn;

COPY

FAX RECEIVED
JAN 31 2002
PETITIONS OFFICE



ROBBINS, SALOMON & PATT, LTD.
ATTORNEYS AT LAW

David F. AuBuchon
Brinks, Hofer, Gilson & Lione
January 18, 2001
Page Two

Preservation Products

5. Mr. Friesen's (Mr. Vaughn's partner) letter of 1/4/01 to me referencing you as the attorney handling this matter.

Thank you, in advance, for your anticipated assistance.

Yours truly,


Robert M. Winter

RMW:fm

Enc.

cc: Don Lindberg
Larry Saret

IN THE
UNITED STATES PATENT & TRADEMARK OFFICE

IN RE APPLICATION OF: BENDINER, Bernard

DOCKET NO.: 5565-4

SERIAL NO.: 09/721,586

FILED ON: November 22, 2000

FOR: Preservative for Organic Materials

) Art Group Unit: 1615

) Examiner:

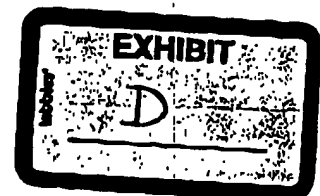
) Declaration by
) Larry L. Saret

) FAX RECEIVED

) JAN 31 2002

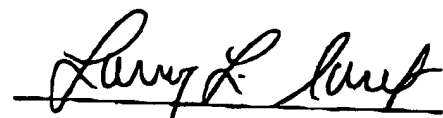
I, Larry L. Saret, state the following of my own personal knowledge: PETITIONS OFFICE

1. Together with the law firm of Laff, Whitesel and Saret, Ltd., I serve as co-counsel for Preservation Products, LLC ("Preservation Products"), the applicant for reissue application 09/721,586.
2. On November 22, 2000, our firm filed a reissue application for U.S. Patent 5,840,249 titled "Preservative for Organic Materials." This application did not include a declaration executed by the inventor, Mr. Bernard Bendiner.
3. I received a letter dated January 19, 2001 from Mr. Bendiner's attorney (F. David AuBuchon) stating that he felt that Mr. Bendiner should be granted a royalty-free, non-exclusive license under the reissue patent, and not addressing whether Mr. Bendiner would sign the reissue application declaration. (Exhibit 1).
4. On February 12, 2001, I sent a letter to Mr. AuBuchon requesting that Mr. AuBuchon advise whether Mr. Bendiner was refusing to sign the reissue application declaration. (Exhibit 2).
5. I received a response dated February 15, 2001, in which Mr. AuBuchon claimed that Mr. Bendiner "has not refused to sign the documents." (Exhibit 3).



6. On February 27, 2001, I had a telephone conversation with Mr. AuBuchon. Mr. AuBuchon stated the following to me during that conversation.
7. Mr. AuBuchon stated that if Preservation Products agreed that Mr. Bendiner will get a royalty-free, non-exclusive license under the reissue patent, Mr. AuBuchon will recommend that Mr. Bendiner sign the reissue application declaration.
8. Mr. AuBuchon further stated that if Preservation Products will not agree to a royalty-free, non-exclusive license under the reissue patent, Mr. AuBuchon will recommend that Mr. Bendiner not sign the reissue application declaration.
9. To my knowledge, Preservation Products has not agreed to grant Mr. Bendiner a license, and I have never received a reissue declaration signed by Mr. Bendiner.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed. This declaration is executed this 14 day of May, 2001 at Chicago, Illinois.



Larry L. Saret
Reg. No. 27,674
LAFF, WHITESEL & SARET, LTD.
401 North Michigan Avenue
Suite 1700
Chicago, IL 60611
(312) 661-2100
Attorneys for Preservation Products, LLC

F. David AuBuchon
312-321-7738
E-mail faubuchon@brinkshofer.com

**BRINKS
HOFER
GILSON
& LIONE**

A PROFESSIONAL CORPORATION
INTELLECTUAL PROPERTY ATTORNEYS

NBC Tower - Suite 3600
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611-5599
www.brinkshofer.com
Fax 312-321-4299
Telephone 312-321-4200

SAN JOSE, CA
INDIANAPOLIS, IN
ANN ARBOR, MI
ARLINGTON, VA

January 19, 2001

Mr. Larry L. Saret
LAFF, WHITESEL & SARET LTD.
401 North Michigan Avenue
Chicago, Illinois 60611-4212

Re: Reissue of U.S. Patent No. 5,840,249

Dear Larry:

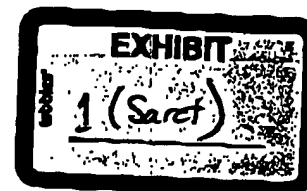
When Preservation Products LLC and Bernard Bendiner decided to go their separate ways they agreed to divide the IP on the basis that Preservation Products got the Wax Technology and Bernard Bendiner got the non-Wax Technology. Since the Reissue application contains claims to both technologies I feel that Mr. Bendiner should be granted a royalty free non-exclusive license under the Reissue Patent when it issues. I would appreciate your conveying that request to Preservation Products.

Very truly yours,



F. David AuBuchon

cc: Bernard Bendiner



LAFF, WHITESEL & SARET, LTD.ATTORNEYS SPECIALIZING IN
INTELLECTUAL PROPERTY LAW401 NORTH MICHIGAN AVENUE SUITE 1700
CHICAGO, ILLINOIS 60611-4212TELEPHONE (312) 681-2100
E-MAIL: LWS@IPLAW-TODAY.COMFAX (312) 681-0029
FAX (312) 527-3001

WRITER'S DIRECT E-MAIL: lsaret@iplaw-today.com

CHARLES A. LAFF
J. WARREN WHITESEL
LARRY L. SARET
MARTIN L. STERN
LOUIS ALTMAN
JOSEPH F. SCHMIDT
BARRY W. SUPRIN
JUDITH L. GRUBNER
KEVIN C. TROCKWILLIAM A. MEUNIER
LISA C. CHILDS, PH. D.
JEFFREY H. CANFIELD
BRIAN J. LUM, PH. D.
RALPH E. KRISHER III
JANE WRIGHT-MITCHELL
Pharm. D.OF COUNSEL:
MARSHALL W. SUTKER
J.R. HALVORSEN
JULIAN J. FRAZIN

February 12, 2001

F. David AuBuchon
BRINKS, HOFER, GILSON & LIONE
455 North Cityfront Plaza Drive, Suite 3600
Chicago, IL 60611-5599Re: Your Client: Bernard Bendiner
Our Client: Preservation Products LLC

Dear David:

This is in response to your letter of January 19, 2001.

Please identify and provide a copy of the agreement whereby Preservation Products LLC ("PP") and Bernard Bendiner agreed to divide the IP on the basis that PP got the Wax Technology and Bendiner got the non-Wax Technology, as stated in your letter. I see no such agreement in the files, and no such terms in the March 23, 2000 agreement.

Is Mr. Bendiner refusing to sign and return the documents earlier provided to him? Please advise.

Sincerely,

LAFF, WHITESEL & SARET, LTD.


Larry L. Saret
LLS:rls

F. David AuBuchon
312-321-7738
E-mail faubuchon@brinkshofer.com

**BRINKS
HOFFER
GILSON
& LIONE**

A PROFESSIONAL CORPORATION
INTELLECTUAL PROPERTY ATTORNEYS

NBC Tower - Suite 3600
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611-5599
www.brinkshofer.com
Fax 312-321-4299
Telephone 312-321-4200

SAN JOSE, CA
INDIANAPOLIS, IN
ANN ARBOR, MI
ARLINGTON, VA

February 15, 2001

Mr. Larry L. Saret
LAFF, WHITESEL & SARET LTD.
401 North Michigan Avenue
Chicago, Illinois 60611-4212

Re: Reissue of U.S. Patent No. 5,840,249

Dear Larry:

This is in response to your letter of February 12, 2001 which was your response to my letter of January 19, 2001. In response to the question contained in your response, no Mr. Bendiner has not refused to sign and return the documents. In my letter of January 19, 2001, I made a request. I would appreciate receiving a reply to that request.

Very truly yours,



F. David AuBuchon

cc: Bernard Bendiner

